

Attachment "1"

Construction Schedule

<u>Landlord's Task</u>	<u>Completion Date</u>
1. Landlord's delivery of full and complete civil engineering plans for the portions of the Shopping Center designed as of the Effective Date and proposed elevations for the remainder of the Shopping Center	May 12, 2003
I. SITE DELIVERY WORK	
Landlord's Delivery of the Land to Tenant with pad certification; construction of all-weather construction access road to the Premises, staging area and curbcuts in Tenant's Preferred Area; installation of temporary utilities; and completion of Site Delivery Work, including approval for all curbcuts.	May 12, 2003
II. REMAINDER OF LANDLORD WORK	
Construction and installation of: permanent utilities including permanent telephone service and storm water drainage.	July 1, 2003
Construction and installation of: paving (including heavy-duty paving), curbing, and exterior lighting.	August 1, 2003
Construction and installation of: landscaping, and pylon sign(s) identifying the Shopping Center.	September 1, 2003

Attachment "2"

Site Delivery Work Certification

To: Circuit City Stores, Inc.
Deep Run I
9950 Mayland Drive
Richmond, Virginia 23233
Attention: Vice President-Real Estate

Re: Circuit City Store
Hamburg, Kentucky Lease Agreement dated _____

Ladies and Gentlemen:

The undersigned, as Landlord under the Lease has caused "Delivery of the Land" to occur on _____, _____, and accordingly, completion of the Site Delivery Work, all in accordance with the terms of the Lease. Specifically the undersigned hereby certifies that: (i) the grading of the Land and Common Areas has occurred in accordance with the Circuit City Specifications, attached to the Lease, and Tenant's building pad has been prepared strictly in accordance with Tenant's Soils Report; (ii) the Staging Area has been completed and (iii) an all-weather construction access road to the Land no less than 24 feet width has been prepared and is ready for your use.

All conditions precedent to issuance of your building permit have been satisfied by Landlord, and we certify that all elements of the Site Delivery Work and Delivery of the Land have been satisfied in accordance with the Lease.

LANDLORD:

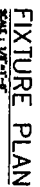
SIR BARTON PLACE, LLC
a Kentucky limited liability company

By: _____
Name: _____
Title: _____

Attachment "3"

Schematic Floor Plan and Elevations

(attached)


[illegible]

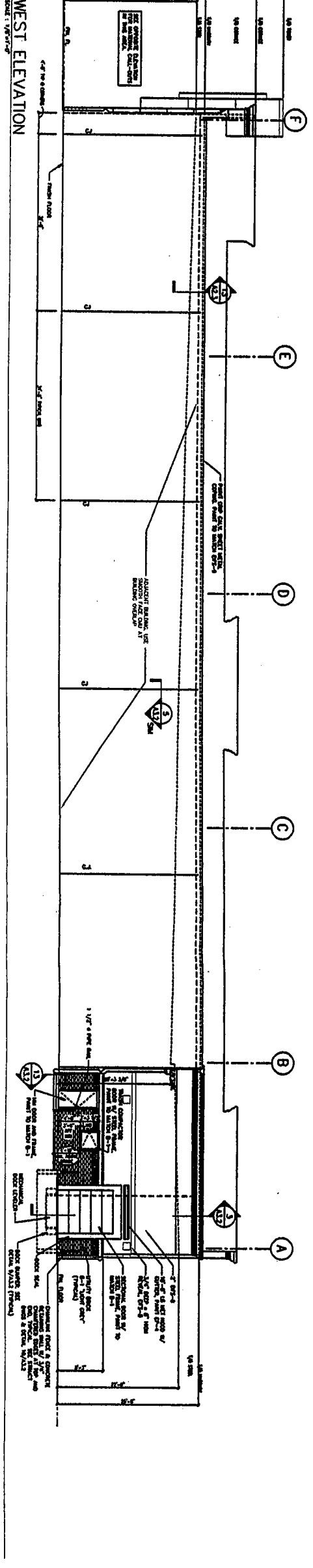
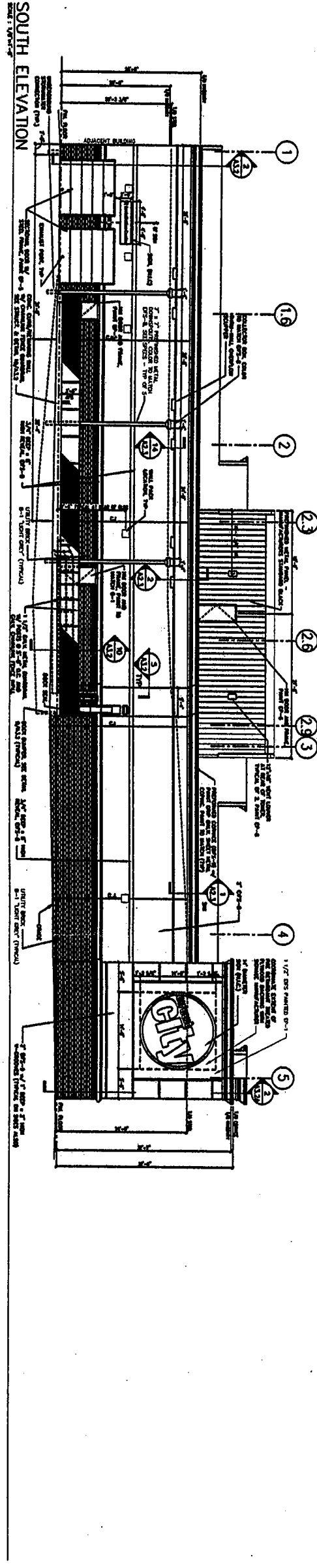
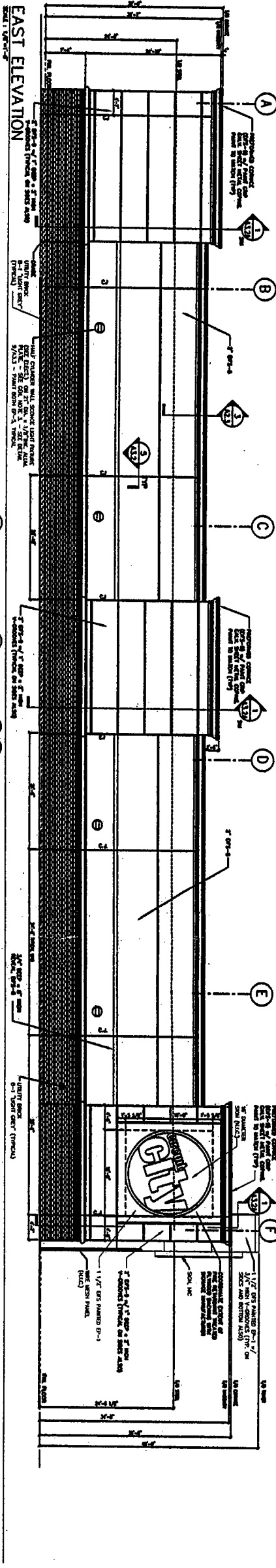
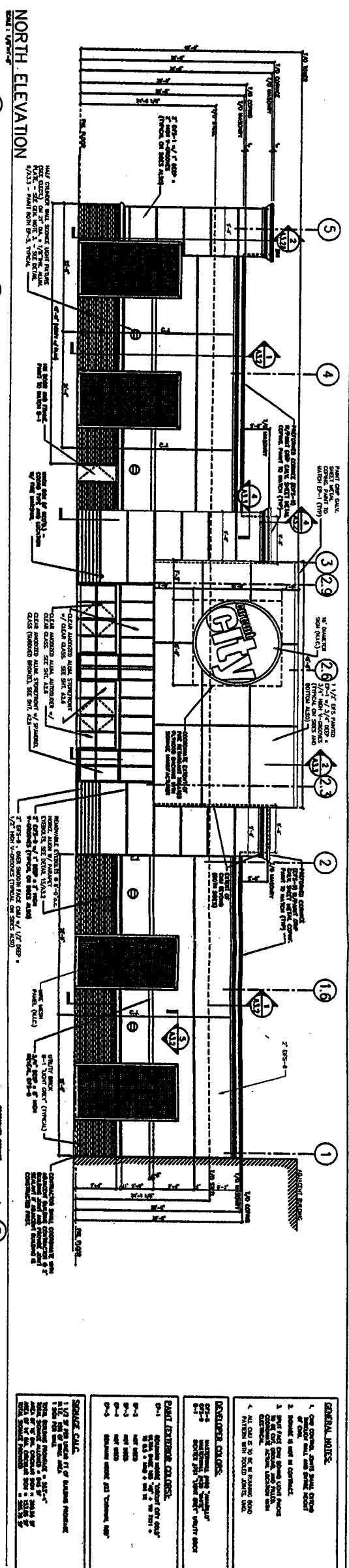
A2.2	CONTRACT	CIRCUIT CITY STORES INC.			
		9930 MAYLAND DRIVE RICHMOND, VA. 23184 804-337-4000			
		State	Prod. #	Lot. #	Date
		KY	3780	04	
		Product	SUPPLIER		
		H1C/TIDE=021005			



Market/Project Name LEXINGTON	Soc./Dist 08	R/E Mgr. MCDONNELL
Town Area/Address HAMBURG	Scale 1/8" = 1'-0"	CDs FREZZE
Site Name/County/State HAMBURG / MEIER	CDT/03	Const. Mgr.
Drawing Description FIXTURE PLAN	Approved	Approved

[illegible]

B001	K/S # 978361 N/A.
	0218020
	Aerialist / Engineer
	 TAYLOR SCOTT ARCHITECTS, INC. <small>HIGH QUALITY BUILDING PLANS AND TECHNICAL DRAWINGS FOR CONSTRUCTION</small>



GENERAL NOTES:

1. OUR COMPANY, JAMES EARL STEPHENSON, INC., HAS BEEN SELECTED BY THE ARMY CORP. OF ENGRS. TO CONDUCT THE DESIGN AND CONSTRUCTION OF THE PROJECT.
2. PROJECT IS NOT IN CONTRACT.
3. THE FUNDING AGENCY HAS BEEN ADVISED THAT THE PROJECT IS NOT IN CONTRACT.
4. ALL CASH IS TO BE IN U.S. DOLLAR CASH PAYMENT WITH FISCAL YEAR END, 1966.

DEVELOPER COLORS:
07-8 WESTERN RED "JAGUAR"
07-9 WESTERN RED "WOLF"
8-1 BOLT FOR YOUR SET! VISIT BOLT.COM

[illegible]

SOURCE CALL
1 1/2 hr 500 words RT of business meeting
4:12, 1200 of more. 450A
1 500 400 mail
Total business meeting = 545 A-
Total business meeting = 445 B-
Total of 1000, 1000 400 = 2000 A-
Total of 1000, 1000 400 = 2000 B-
Total of 1000, 1000 400 = 2000 A-
Total of 1000, 1000 400 = 2000 B-
Total of 1000, 1000 400 = 2000 A-
Total of 1000, 1000 400 = 2000 B-

Spec. #	Instrument	Sample Name	Spec. #	Instrument	Sample Name	Spec. #	Instrument	Sample Name	Spec. #	Instrument	Sample Name
1000	GC	OUT TO RD	1001	GC	OUT TO RD	1002	GC	OUT TO RD	1003	GC	OUT TO RD
1004	GC	OUT TO RD	1005	GC	OUT TO RD	1006	GC	OUT TO RD	1007	GC	OUT TO RD
1008	GC	OUT TO RD	1009	GC	OUT TO RD	1010	GC	OUT TO RD	1011	GC	OUT TO RD
1012	GC	OUT TO RD	1013	GC	OUT TO RD	1014	GC	OUT TO RD	1015	GC	OUT TO RD
1016	GC	OUT TO RD	1017	GC	OUT TO RD	1018	GC	OUT TO RD	1019	GC	OUT TO RD
1020	GC	OUT TO RD	1021	GC	OUT TO RD	1022	GC	OUT TO RD	1023	GC	OUT TO RD
1024	GC	OUT TO RD	1025	GC	OUT TO RD	1026	GC	OUT TO RD	1027	GC	OUT TO RD
1028	GC	OUT TO RD	1029	GC	OUT TO RD	1030	GC	OUT TO RD	1031	GC	OUT TO RD
1032	GC	OUT TO RD	1033	GC	OUT TO RD	1034	GC	OUT TO RD	1035	GC	OUT TO RD
1036	GC	OUT TO RD	1037	GC	OUT TO RD	1038	GC	OUT TO RD	1039	GC	OUT TO RD
1040	GC	OUT TO RD	1041	GC	OUT TO RD	1042	GC	OUT TO RD	1043	GC	OUT TO RD
1044	GC	OUT TO RD	1045	GC	OUT TO RD	1046	GC	OUT TO RD	1047	GC	OUT TO RD
1048	GC	OUT TO RD	1049	GC	OUT TO RD	1050	GC	OUT TO RD	1051	GC	OUT TO RD
1052	GC	OUT TO RD	1053	GC	OUT TO RD	1054	GC	OUT TO RD	1055	GC	OUT TO RD
1056	GC	OUT TO RD	1057	GC	OUT TO RD	1058	GC	OUT TO RD	1059	GC	OUT TO RD
1060	GC	OUT TO RD	1061	GC	OUT TO RD	1062	GC	OUT TO RD	1063	GC	OUT TO RD
1064	GC	OUT TO RD	1065	GC	OUT TO RD	1066	GC	OUT TO RD	1067	GC	OUT TO RD
1068	GC	OUT TO RD	1069	GC	OUT TO RD	1070	GC	OUT TO RD	1071	GC	OUT TO RD
1072	GC	OUT TO RD	1073	GC	OUT TO RD	1074	GC	OUT TO RD	1075	GC	OUT TO RD
1076	GC	OUT TO RD	1077	GC	OUT TO RD	1078	GC	OUT TO RD	1079	GC	OUT TO RD
1080	GC	OUT TO RD	1081	GC	OUT TO RD	1082	GC	OUT TO RD	1083	GC	OUT TO RD
1084	GC	OUT TO RD	1085	GC	OUT TO RD	1086	GC	OUT TO RD	1087	GC	OUT TO RD
1088	GC	OUT TO RD	1089	GC	OUT TO RD	1090	GC	OUT TO RD	1091	GC	OUT TO RD
1092	GC	OUT TO RD	1093	GC	OUT TO RD	1094	GC	OUT TO RD	1095	GC	OUT TO RD
1096	GC	OUT TO RD	1097	GC	OUT TO RD	1098	GC	OUT TO RD	1099	GC	OUT TO RD
1100	GC	OUT TO RD	1101	GC	OUT TO RD	1102	GC	OUT TO RD	1103	GC	OUT TO RD
1104	GC	OUT TO RD	1105	GC	OUT TO RD	1106	GC	OUT TO RD	1107	GC	OUT TO RD
1108	GC	OUT TO RD	1109	GC	OUT TO RD	1110	GC	OUT TO RD	1111	GC	OUT TO RD
1112	GC	OUT TO RD	1113	GC	OUT TO RD	1114	GC	OUT TO RD	1115	GC	OUT TO RD
1116	GC	OUT TO RD	1117	GC	OUT TO RD	1118	GC	OUT TO RD	1119	GC	OUT TO RD
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1124	GC	OUT TO RD	1125	GC	OUT TO RD	1126	GC	OUT TO RD	1127	GC	OUT TO RD
1128	GC	OUT TO RD	1129	GC	OUT TO RD	1130	GC	OUT TO RD	1131	GC	OUT TO RD
1132	GC	OUT TO RD	1133	GC	OUT TO RD	1134	GC	OUT TO RD	1135	GC	OUT TO RD
1136	GC	OUT TO RD	1137	GC	OUT TO RD	1138	GC	OUT TO RD	1139	GC	OUT TO RD
1140	GC	OUT TO RD	1141	GC	OUT TO RD	1142	GC	OUT TO RD	1143	GC	OUT TO RD

Sec. Dir	R/E Mgr.
OS	MOELLER
Spec	SEA
1/8" = 1'-0"	FREEZE
SEILOS	Const. Mgr.
Approved	Approved

LEXINGTON
Trade Area/County
HAMBURG
Site name/County, State
HAMBURG / MEJER
Drawing Description
EXTERIOR ELEVATIONS

EXHIBIT "C-1"

CIRCUIT CITY SPECIFICATIONS

for a proposed

Circuit City Superstore

Sir Barton Place Shopping Center

Hamburg, Kentucky

to be developed by

SIR BARTON PLACE, LLC

Dated _____, 2003

I. STANDARDS FOR GRADING WORK

A. Grading Requirements. The Land and the Shopping Center shall be graded in accordance with the following:

1. The Civil Plans shall show contours in accordance with standard engineering practice and these contours shall be shown with the existing (shown as a dashed line) and final (shown as a solid line) elevations. Whether existing or proposed, all buildings, improvements, roads and highways, including those adjacent to the Shopping Center, shall be shown in their true locations.
2. The Building will be accessible by grade level parking only. Steps and stairs are not permitted.
3. Sidewalk at the Building will slope away from the Building with grade of no less than 1.5% and no more than 3.0%. All water shall be sheet drained away from Tenant's doors.
4. Asphalt paving areas will be graded to avoid ponding water with slopes no less than 1.5% and no more than 4.0%. Entrances and access drives shall have a maximum slope of 6.0%.
5. Surface drainage swales will not be allowed without prior approval of Tenant. Such swales must have a grade of not less than 0.5% and no more than 3.5% and shall be constructed of concrete.
6. The cut and fill on the Shopping Center site should be balanced, if practical. All fill material must be of a select grade and sources for acquisition of fill material, as well as locations for cut material, must be identified.
7. No retaining walls or embankments causing breaks in grade shall be permitted unless specifically approved by Tenant. Tenant hereby approves a retaining wall and berm along Pink Pigeon Parkway.

B. Tenant's Pad Area: "Tenant's Pad Area" shall be defined as the area extending fifteen (15) feet beyond the Building walls, truck dock and ramp area and the Car Stereo Installation area, or to the back of curbing around the Building, whichever is further. The Site Work shall comply with the following additional requirements:

1. Landlord shall be responsible for preparing Tenant's Pad Area subgrades to within plus or minus one-tenth of a foot as set by Tenant's architect.

Tenant's subgrades are 8" below finished floor elevation. Landlord will complete compaction in accordance with the appropriate engineering standards and building code requirements, but in no event less than ninety-eight percent (98%) of the standard proctor soil test for water content and compaction levels ("Standard Proctor") on the Land, so as to enable Tenant to perform construction work necessary to provide completed Improvements in accordance with the "Plans and Specifications" (defined in the Construction Provisions), with standard spread footings and without the necessity of pilings or other extraordinary foundation work; provided, however, that soils below the top 12 inches of Tenant's pad may be compacted to as little as 95% Standard Proctor. Tenant's minimum slab thickness and under slab fill will be established in accordance with Tenant's Soil Report. All compacted areas of the site shall be verified by an independent professional soils engineering test laboratory and a certificate from such independent laboratory indicating compliance with Tenant's Soils Report and shall be furnished to Tenant upon completion of the Site Work.

2. Tenant's Pad Area soil shall have a minimum bearing capacity of 2,500 pounds per square foot. Earth stabilization and/or replacement shall be performed by Landlord as necessary to meet this minimum requirement.
3. During the preparation of Tenant's Pad Area, Landlord shall at its expense have an independent professional soils engineering test laboratory monitor and certify the preparation of Tenant's Pad Area in accordance with Tenant's Soils Report. Landlord shall perform one in-place compaction test per 5,000 square feet of pad area per lift.
4. On or before the date of Delivery of the Land, Landlord shall provide Tenant with:
 - a. An independent soils engineer's written certification that all pad work was completed in accordance with Tenant's Soils Report, Civil Plans and the Plans and Specifications. This report shall include the results of all compaction and other tests performed during the pad preparation phase and any tests performed prior to the date of such certification. A copy of such certification shall be delivered to Tenant's Vice President-Construction at Tenant's address set forth in paragraph 32.
 - b. A surveyor's written elevation certification stating that Tenant's Pad Area is at the prescribed elevation within the stated tolerance of plus or minus one-tenth of a foot. This certification shall be based upon an "as-prepared" survey which shall accompany such

Exhibit D

A. Tenant exclusive uses:

Johnny Carino's County Italian Restaurant:

During the term of this Lease and any extension thereof, Landlord shall not allow the use, at any time, of (i) more than one other space, parcel or lot in Hamburg Place Mall as a full service dining restaurant with full service alcohol, or (ii) more than two (2) other restaurants serving beer and wine in Hamburg Place Mall; provided, however, none of the restaurants allowed hereunder can be Italian, or predominately Italian, and Landlord can permit only one pizza restaurant that is primarily carryout such as Papa John's or Dominos.

B. Permitted Title Exceptions:

1. Open-End Mortgage, Assignment of Rents and Leases and Security Agreement dated November 4, 2002 from Sir Barton Place, LLC, a Kentucky limited liability company, to Fifth Third Bank, Kentucky, Inc., securing the original principal amount of \$3,500,000.00, of record in Mortgage Book 3991, Page 573, in the Fayette County Clerk's Office.
2. Subject to covenants, easements, restrictions, notes and all other matters appearing on the plat of the subject property of record in Plat Cabinet L, Slide 801 and Plat Cabinet L, Slide 516, in the Fayette County Clerk's Office.
3. Declaration of Covenants, Conditions and Restrictions for Hamburg Place Community dated September 29, 1999, of record in Deed Book 2083, Page 131, in the Fayette County Clerk's Office.
4. Land Use Restrictions of record in Land Use Restriction Book 10, Page 720, in the Fayette County Clerk's Office.
5. Thirty foot (30') force main easement dated February 11, 1980, of record in Deed book 1247, Page 602, in the Fayette County Clerk's Office.
6. Subject to the terms and conditions of that certain Reciprocal Construction, Operation and Easement Agreement dated as of June 29, 1995, by and between Meijer Realty Company and Preston W. Madden et al, of record in Deed Book 1794, Page 1, in the Fayette County Clerk's Office, as amended by First Amendment to Reciprocal Construction, Operation and Easement Agreement, Certification of Payment and Release of Construction Assessments and Satisfaction of Precondition of Easement, dated April 28, 1998, of record in Deed Book 1974, Page 546, in the aforesaid Clerk's Office.
7. Easement Agreement by and between Preston W. Madden, et al. and Kentucky American Water Company dated June 25, 1996, of record in Deed Book 1860, Page 706, in the Fayette County Clerk's Office.

Notwithstanding anything contained in this Exhibit "D" to the contrary, nothing contained herein shall be construed to prohibit the exercise of the rights and privileges granted to Tenant under the Lease, including but not limited to Tenant's exclusive use rights set forth in paragraph 18 of the Lease.

LIGHTING PLAN

ATTACHMENT IV A.2

Did not keep copy –
Prepared by Quest Engineers

EXHIBIT "D"

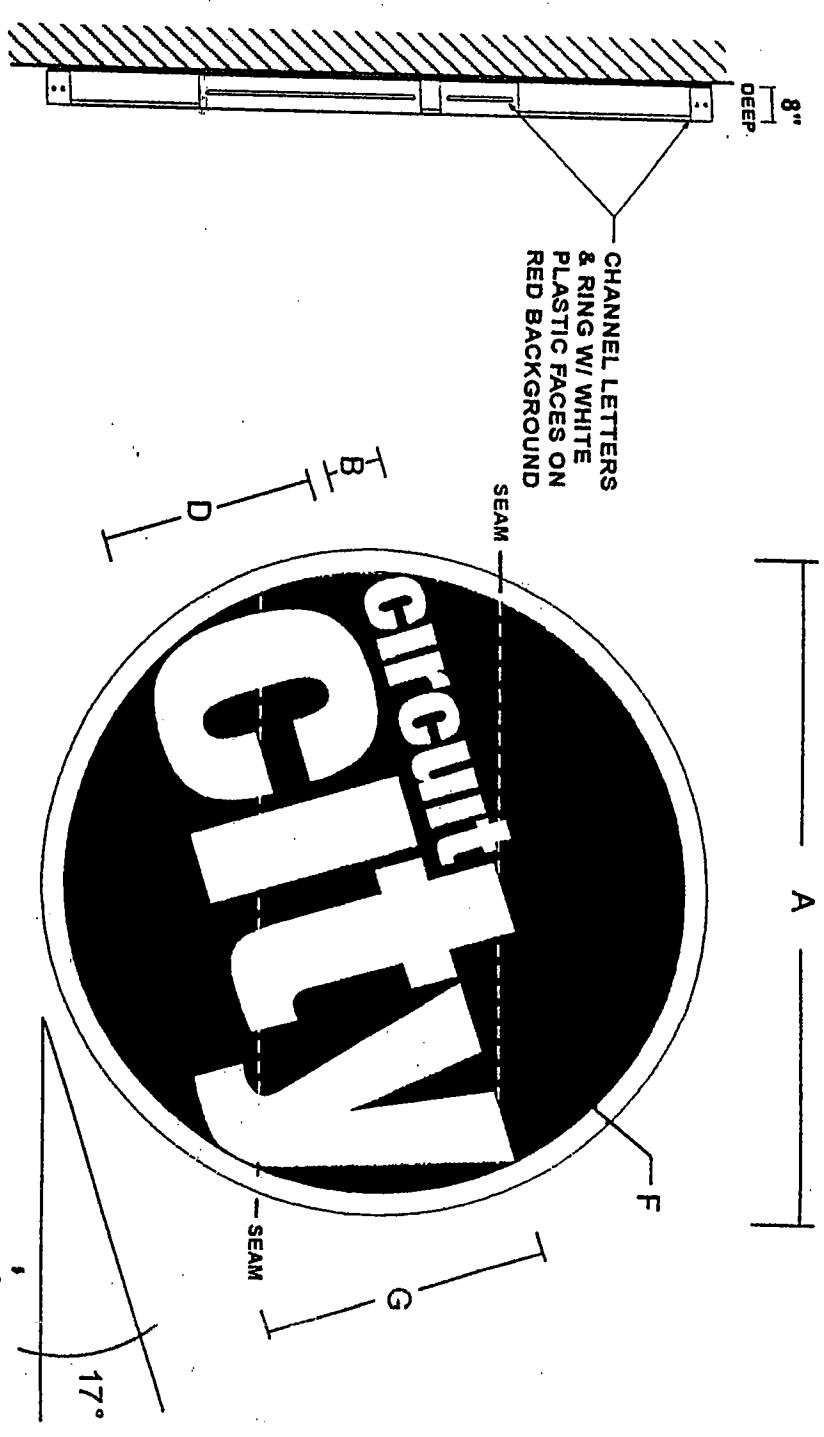
INTENTIONALLY DELETED

EXHIBIT "E"

SIGN PLANS AND CRITERIA

(attached)

EXHIBIT E



SIDE VIEW

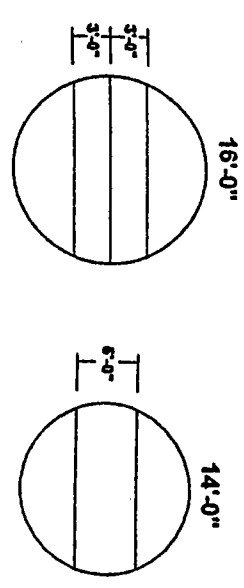
CHANNEL LETTERS & RING W/ RED BACKGROUND

A	B	C	D	E	F	G	AREA O	AREA □
16'-0"	16"	5 1/2"	62"	20 5/8"	6 3/8"	82 1/4"	201	256
14'-0"	14"	4 3/4"	54"	18"	5 1/2"	72"	154	196

Channel Ring & Letters on Red Background (CCBKGD):

WHITE FACES ON ALL BACKGROUNDS:

- SMALL CHANNELS "circuit" CONSTRUCTED OF .040 ALUMINUM RETURNS. LARGE CHANNELS "city" AND RING CONSTRUCTED OF .040 ALUMINUM RETURNS. RETURNS TO BE 8" DEEP SPRAYED MATTHEWS 313 DK. BRONZE ON ALL EXTERIOR SURFACES. INTERIOR OF CHANNELS SPRAYED WHITE. ALL CHANNELS AND RING BACKS CONSTRUCTED OF .063 ALUMINUM.
- LIGHTING FROM MULTIPLE ROWS OF 13 MM & 15MM #6500 WHITE TUBING POWERED BY 30 MA SELF-CONTAINED ELECTRONIC TRANSFORMERS FROM VENTEX. ALL WIRING AND MATERIALS USED WILL BE U.L. APPROVED.
- FACES OF 1/8" & 3/16" WHITE PLEXIGLAS #7328. FACES BANDED WITH ONE INCH WHITE SILVATRIM MOLDING AND ATTACHED TO CHANNELS WITH #8 STAINLESS STEEL SCREWS.
- RED PMS # 485 BACKGROUND PAINTED ON .090 ALUMINUM MOUNTING PANEL
- SEE ELECTRICAL SHEETS FOR NUMBER OF 20 AMP 120 VOLT CIRCUITS REQUIRED



SEAM PATTERN FOR .090 BACKGROUND PANELS

SERVICE
NEON
SIGNS
NC

6611 IRON PLACE
SPRINGFIELD, VA. 22151
(703) 354-3000 TELEPHONE
(703) 354-5610 FAX

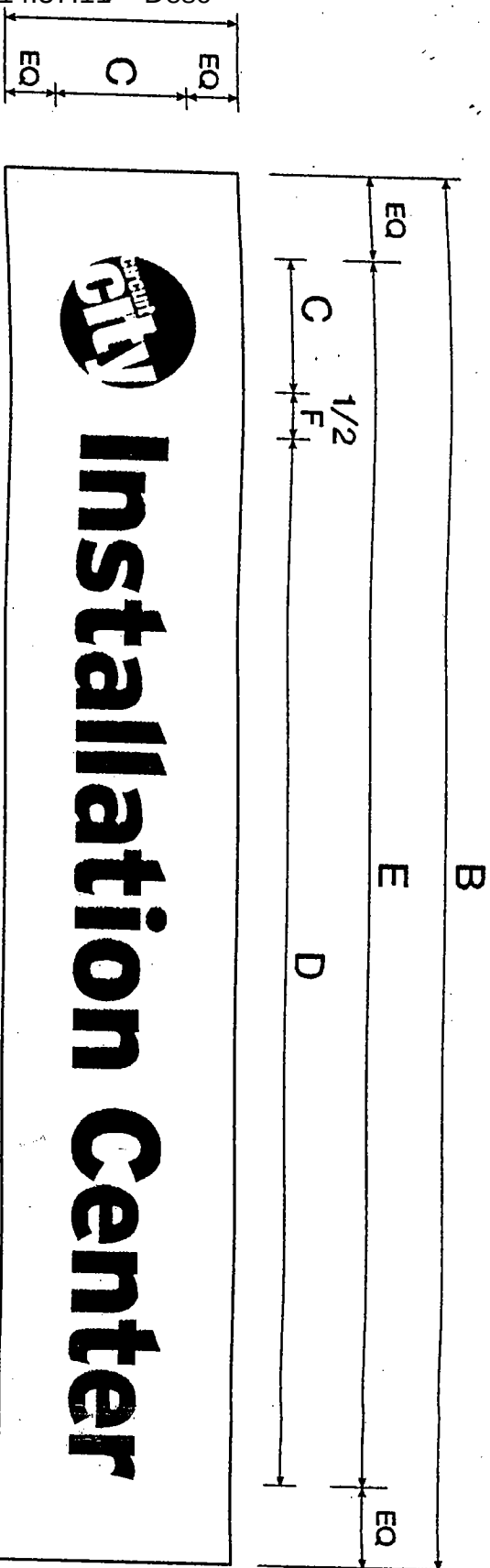
CUSTOMER'S NAME
STORE #3602
Circuit City

LOCATION

DRAWING #
12-02-485
DATE
12-30-02
GEORGE B. MARINO, JR

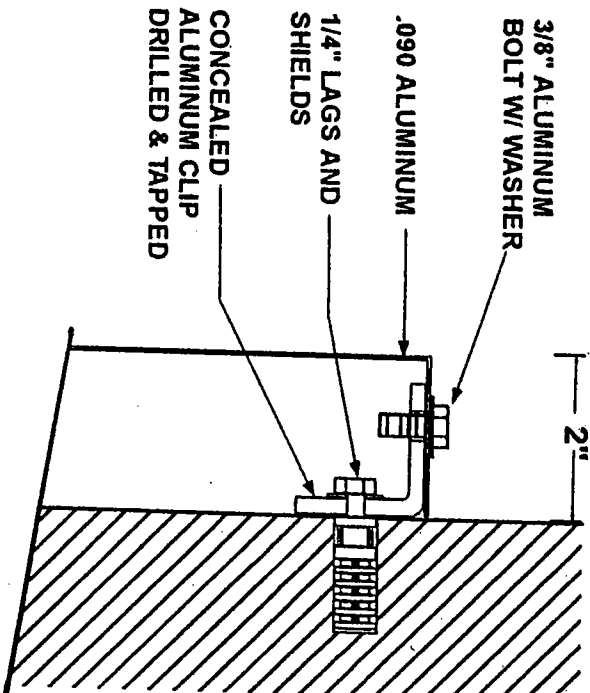
WORK ORDER #
SCALE
1"=1'-0"

REVISIONS
APPROVED
This design is the property of Service Neon Signs. Unauthorized use in whole or in part is prohibited. Violators will be prosecuted to the fullest extent of the law.



S/F NON-ELECTRIC WALL SIGN E

SQ. FT.	A	B	C	D	E	F
10.66	16"	96"	9"	72"	84"	6"



SIGN DETAIL

Installation Center Sign:
(CCINST1L)

Logo with one Line of Copy

MESSAGE: (logo) Installation Center

MATERIALS:
SIGN CONSTRUCTED OF .090"
ALUMINUM PANELS WITH 2" RETURNS.

BACKGROUND AND EDGES PAINTED
MATTHEWS N-202 MATTE WHITE.

LOGO APPLIED USING DIGITALLY
PRINTED SCOTCHPRINT ONTO
WHITE VINYL.

COPY APPLIED USING 3M #220-13
TOMATO RED VINYL.

MOUNT SIGN FLAT AGAINST WALL WITH
CONCEALED FASTENERS AS SHOWN.

LEASER: GEORGE B. MARINO, JR.
SERVICE
NEON
SIGNS

6611 IRON PLACE
SPRINGFIELD, VA. 22151
(703) 354-3000 TELEPHONE
(703) 354-5810 FAX



STORE #3502
Circuit city

CUSTOMER'S NAME

STORE #3502

LOCATION

DRAWING #

12-02-485

DATE

12-30-02

GEORGE B. MARINO, JR.

WORK ORDER #

SCALE

1"=1'-0"

REVISIONS

CUSTOMER

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2. Subject to covenants, easements, restrictions, notes and all other matters appearing on the plat of the subject property of record in Plat Cabinet L, Slide 801 and Plat Cabinet L, Slide 516, in the Fayette County Clerk's Office.
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5. Thirty foot (30') force main easement dated February 11, 1980, of record in Deed book 1247, Page 602, in the Fayette County Clerk's Office.
6. Subject to the terms and conditions of that certain Reciprocal Construction, Operation and Easement Agreement dated as of June 29, 1995, by and between Meijer Realty Company and Preston W. Madden et al, of record in Deed Book 1794, Page 1, in the Fayette County Clerk's Office, as amended by First Amendment to Reciprocal Construction, Operation and Easement Agreement, Certification of Payment and Release of Construction Assessments and Satisfaction of Precondition of Easement, dated April 28, 1998, of record in Deed Book 1974, Page 546, in the aforesaid Clerk's Office.
7. Easement Agreement by and between Preston W. Madden, et al. and Kentucky American Water Company dated June 25, 1996, of record in Deed Book 1860, Page 706, in the Fayette County Clerk's Office.

Notwithstanding anything contained in this Exhibit "F" to the contrary, nothing contained herein shall be construed to prohibit the exercise of the rights and privileges granted to Tenant under the Lease, including but not limited to Tenant's exclusive use rights set forth in paragraph 18 of the Lease.

EXHIBIT "G"

After recording return to:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Mortgage)

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, dated the _____ day of _____, _____, between _____, a _____ ("Mortgagee"), and CIRCUIT CITY STORES, INC., a Virginia corporation ("Tenant").

WITNESSETH:

(a) Tenant has entered into a certain lease (the "Lease") dated _____, 2003, with Sir Barton Place, LLC ("Landlord"), covering premises located within that certain property known as Sir Barton Place Shopping Center, located in the City of _____, _____ County, Kentucky and more particularly described in Schedule A hereto; and

(b) Mortgagee has made a loan to Landlord as evidenced and secured by a Deed of Trust recorded _____, _____ in the land records of _____ County, _____, in Book _____ at page _____ (the "Mortgage"), encumbering the property described in Schedule A; and the parties hereto desire to set forth their agreement with regard to the priority of the Mortgage and the effect thereof on Tenant and its leasehold interest in the aforesaid premises, as set forth below.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lease is and shall be subject and subordinate to the lien of the Mortgage insofar as it affects the real property of which the premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

2. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the premises by deed in lieu of foreclosure, the successors and assigns of such purchasers, as its Landlord for the unexpired balance (and any

extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. In the event that it should become necessary to foreclose the Mortgage, Mortgagee thereunder will not terminate the Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the material terms, covenants, or conditions of the Lease, beyond any applicable cure period provided in the Lease.

4. Mortgagee consents to the application of casualty and condemnation proceeds in accordance with paragraphs 15 and 16 of the Lease between Landlord and Tenant, whether or not the Mortgage is then foreclosed.

5. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall not be:

- (a) liable for any act or omission of any prior lessor (including Landlord); or
- (b) liable for the return of any security deposits unless delivered to Mortgagee; or
- (c) bound by any rent or other periodic payments which Tenant might have paid for more than the current month to any prior lessor (including Landlord); or
- (d) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

6. Notwithstanding the foregoing, Mortgagee acknowledges and agrees that if Mortgagee shall succeed to the interest of Landlord under this Lease, Mortgagee shall be subject to Tenant's remedies properly exercised under the Lease, including but not limited to Tenant's rights of self-help and/or setoff for any default, obligation, act or omission of any prior lessor (including Landlord) as provided in the Lease and that such rights of Tenant are not limited or impaired in any way by the terms and provisions of this Agreement.

7. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that in the event that Landlord defaults in the payment of the Tenant Improvement Allowance, as defined in the Lease, and Mortgagee acquires title to the Shopping Center by foreclosure or otherwise, Mortgagee shall become liable for payment of the Tenant Improvement Allowance to Tenant, and Tenant shall otherwise be entitled to effect a Transfer all in accordance with the terms of the Lease.

8. Mortgagee, Landlord and Tenant, respectively, represent and warrant to each other that each has the requisite power and authority to enter into this Agreement; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Agreement; that the signatories executing this Agreement on behalf of Mortgagee,

Landlord and Tenant have been duly authorized and empowered to execute this Agreement on behalf of Mortgagee, Landlord and Tenant, respectively; and that this Agreement is valid and shall be binding upon and enforceable against Mortgagee, Landlord and Tenant shall inure to the benefit of the parties hereto, and their successors and assigns.

9. Tenant hereby agrees that, upon the occurrence of an Event of Default (as defined in the Lease), Mortgagee shall have the same time period for cure of such default as is given Landlord in accordance with the terms of the Lease, following notice given by Tenant to Mortgagee at the following address, in the same method for notice as is required under the Lease:

10. All notices between the parties hereto shall be in writing and comply with the terms of paragraph 32 of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written,

MORTGAGEE:

COMPANY NAME

ATTEST:

Its:

By: _____

Name: _____

Title: _____

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

ATTEST:

Its:

By: _____

R. Bruce Lucas, Vice President

[Note: Attach appropriate notary blocks for the State]

EXHIBIT "G"

After recording return to:

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Ground Lease)**

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, dated the _____ day of _____, _____, between _____, a _____ ("Ground Lessor"), and CIRCUIT CITY STORES, INC., a Virginia corporation ("Tenant").

WITNESSETH:

(a) Tenant has entered into a certain lease (the "Lease") dated _____, _____ with _____ ("Landlord"), covering premises located within that certain property known as _____ Shopping Center, located in the City of _____, _____ County, _____, and more particularly described in Schedule A hereto; and

(b) Ground Lessor has entered into a Lease with Landlord as evidenced and recorded _____, _____ in the land records of _____ County, _____, in Book _____ at page _____ (the "Ground Lease"), covering the property described in Schedule A; and the parties hereto desire to set forth their agreement with regard to the priority of the Ground Lease and the effect thereof on Tenant and its leasehold interest in the aforesaid premises, as set forth below.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lease is a sublease and shall be subordinate to the Ground Lease insofar as it affects the real property of which the premises form a part thereof.

2. Tenant agrees that it will attorn to Ground Lessor and any successor to the Ground Lessor by deed or otherwise as its Landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease, in the event of a termination of the Ground Lease.

3. In the event that it should become necessary to terminate the Ground Lease, Ground Lessor thereunder will not terminate the Lease nor join Tenant in summary proceedings so long as Tenant is not in default under any of the material terms, covenants, or conditions of the Lease, beyond any applicable cure period provided in the Lease.

4. Ground Lessor consents to the application of casualty and condemnation proceeds in accordance with paragraphs 15 and 16 of the Lease between Landlord and Tenant, whether or not the Ground Lease has been terminated.

5. In the event that Ground Lessor shall succeed to the interest of Landlord under the Lease, Ground Lessor shall not be:

(a) liable for any act or omission of any prior lessor (including Landlord); or

(b) liable for the return of any security deposits unless delivered to Ground Lessor; or

(c) bound by any rent or other periodic payments which Tenant might have paid for more than the current month to any prior lessor (including Landlord); or

(d) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, Ground Lessor acknowledges and agrees that if Ground Lessor shall succeed to the interest of Landlord under this Lease, Ground Lessor shall be subject to Tenant's remedies properly exercised under the Lease, including but not limited to Tenant's rights of self-help and/or setoff for any default, obligation, act or omission of any prior lessor (including Landlord) as provided in the Lease and that such rights of Tenant are not limited or impaired in any way by the terms and provisions of this Agreement.

6. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that in the event that Landlord defaults in the payment of the Tenant Improvement Allowance, as defined in the Lease, and Ground Lessor terminates the Lease, Ground Lessor shall become liable for payment of the Tenant Improvement Allowance to Tenant, and Tenant shall otherwise be entitled to effect a Transfer all in accordance with the terms of the Lease.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

8. Tenant hereby agrees that, upon the occurrence of an Event of Default (as defined in the Lease), Ground Lessor shall have the same time period for cure of such default as is given Landlord in accordance with the terms of the Lease, following notice given by Tenant to Ground Lessor at the following address, in the same method for notice as is required under the Lease:

9. All notices between the parties hereto shall be in writing and comply with the terms of paragraph 32 of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MORTGAGEE:

COMPANY NAME

ATTEST:

Its: _____

By: _____

Name: _____

Title: _____

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

ATTEST:

Its: _____

By: _____

Name: _____

Title: Vice President

[Note: Attach appropriate notary blocks for the State]

EXHIBIT "H"

After recording, return to:
McGuireWoods LLP
One James Center
Richmond, Virginia 23219
Attn: Russell T. Aaronson, III

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made this _____ day of _____, 2003, between **SIR BARTON PLACE, LLC**, a Kentucky limited liability company, having an address of 2030 Winchester Road, Lexington, Kentucky 40505 (hereinafter referred to as "Landlord"), and **CIRCUIT CITY STORES, INC.**, a Virginia corporation, having an address of Deep Run I, 9950 Mayland Drive, Richmond, Virginia 23233 (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated _____, 2003, whereby Landlord has leased to Tenant a portion of the real property (the "Property") commonly known as the Sir Barton Place Shopping Center in Hamburg, Lexington-Fayette County, Kentucky, the legal description of which Property is set forth on Exhibit "A-1" attached hereto, together with certain non-exclusive easements in, over, upon, across, under and through certain areas of the Property defined in the Lease as Landlord's Premises, and all easements and rights pertaining thereto, including, without limitation, those certain rights and non-exclusive easements granted to or inuring to the benefit of Landlord under that certain (REA or OEA and other easement estates of record) recorded in Book _____, beginning at Page _____ of the real property records of _____ County, _____, in, over, upon, across, under and through the land described therein. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. **Term**. The term of the Lease is for a period of fifteen (15) years, commencing on the Commencement Date (as established in the Lease based upon the substantial completion of the improvements upon the Property). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.
- II. **Exclusive Use Rights**. The Lease provides that Tenant shall enjoy the sole and exclusive privilege within the Property to sell, rent, service, repair or rent to own consumer,

business and automotive electronics products (which include, but shall not be limited to, televisions, stereos, speakers and video and audio recorders and players and cameras), computers and computer related hardware and software and related software services, including internet access services, entertainment software and entertainment media (which include, but shall not be limited to, records, game cartridges, video tapes, cassettes, compact discs, DVD's and DVD equipment), cellular and wireless telephones and telecommunication devices and related goods, and the sale and installation of motor vehicle audio, stereo and telephone systems and technological evolutions of the foregoing (all of such items being herein collectively referred to as the "Products"), and the renting, servicing, repairing and warehousing of the Products.

- III. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- IV. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- V. Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

SIR BARTON PLACE, LLC,
a Kentucky limited liability company

By: _____
Name: _____
Title: _____

Note: Attach appropriate notary block for the State]

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EXHIBIT "I"

COMMENCEMENT DATE AGREEMENT

This COMMENCEMENT DATE AGREEMENT, made as of this ____ day of _____, between SIR BARTON PLACE, LLC, a Kentucky limited liability company (herein called "Landlord"), and CIRCUIT CITY STORES, INC., a Virginia corporation (herein called "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain premises situated in Hamburg, Lexington-Fayette County, Kentucky (herein called the "Premises"); and

WHEREAS, by that certain Lease dated _____, 2003 (herein called the "Lease"), Landlord leased the Premises to Tenant; and

WHEREAS, a memorandum or short form lease in respect of the Lease was recorded in the office of the Clerk of Lexington-Fayette County, Kentucky, on the ____ day of _____, 2003, in Book _____ at Page _____; and

WHEREAS, Tenant is in possession of the Premises and the term of the Lease has commenced; and

WHEREAS, under Paragraph 24 of the Lease, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Premises and the Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease commenced on, and the Commencement Date (as such term is defined in the Lease) was, _____. The term of the Lease shall expire on January 31, ____ unless Tenant exercises any option to extend the term of the Lease or unless the Lease terminates earlier as provided in the Lease.

2. The date of commencement of the first "Option Period" (as such term is defined in the Lease) shall be February 1, ____ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, ____ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

3. The date of commencement of the second Option Period shall be February 1, ____ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, ____ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

4. The date of commencement of the third Option Period shall be February 1, _____ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, _____ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

5. The date of commencement of the fourth Option Period shall be February 1, _____ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, _____ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

6. The date of commencement of the fifth Option Period shall be February 1, _____ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, _____ unless the Lease terminates earlier as provided in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LANDLORD:

SIR BARTON PLACE, LLC
a Kentucky limited liability company

By: _____
Name: _____
Title: _____

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

By: _____
R. Bruce Lucas, Vice President

EXHIBIT "J"

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT is made this _____ day of _____, between SIR BARTON PLACE, LLC, a Kentucky limited liability company (hereinafter referred to as "Landlord") and CIRCUIT CITY STORES, INC., a Virginia corporation (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease"), dated _____ whereby Landlord has leased to Tenant a portion of the real property located in _____ County, _____ (the "Shopping Center") and Tenant has constructed on such real property a store premises (the "Premises").

NOW, THEREFORE, in consideration of the payment of the Tenant Improvement Allowance as defined in the Lease and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Tenant hereby indemnifies and agrees to hold Landlord harmless from any loss, payment, claim or expense as the result of mechanics and materialmen filing liens or otherwise making claims against Landlord's interest in the Premises and the Shopping Center as a result of Tenant's construction activities at the Shopping Center. In the event that any mechanic, materialman or other claimant makes claim against the Premises or Shopping Center based upon materials or services provided under contract with Tenant, Tenant shall hold harmless and protect Landlord from any loss, payment, claim or expense related thereto.

2. Tenant reserves the right to contest in good faith the amount of any claim or lien assessed against the Premises or the Shopping Center by any of such claimants; provided, however, should the holder or holders of such claim or lien attempt to enforce their lien by foreclosure or by any other means, Tenant shall bond around, pay or remove such lien by any manner reasonably necessary to protect Landlord's interest in the Premises and the Shopping Center. This indemnity and hold harmless shall not apply to any liens or claims caused by Landlord or Landlord's agents.

EXECUTED this _____ day of _____,

LANDLORD:

SIR BARTON PLACE, LLC,
a Kentucky limited liability company

By: _____
Name: _____
Title: _____

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

By: _____
R. Bruce Lucas, Vice President

EXHIBIT "K"

RULES AND REGULATIONS

The use of the Premises and the Common Areas by Tenant, its employees, agents, customers and invitees shall be subject at all times during the Term to the following Rules and Regulations, as they may be reasonably amended and modified from time to time by Landlord provided that such Rules and Regulations shall be applied to all tenants of the Shopping Center in a uniform and non-discriminatory manner:

(a) All garbage and refuse shall be kept either inside the Premises or shall be placed outside of the Premises in containers approved by Tenant's garbage collection service provider.

(b) Except for customary promotional activities conducted by Tenant (such as periodic Bose promotions) or Tenant's car stereo installation business, no loud speaker, television, phonograph, compact disc player, radio, tape player or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

(c) The plumbing facilities shall not be used for any purpose other than that for which they are constructed. No foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this rule and regulation shall be borne by Tenant. All grease traps, if any, shall be installed and maintained in accordance with Landlord's requirements.

(d) Tenant shall, at its sole cost and expense, contract for period termite and pest extermination services covering the Premises, on at least a semi-annual basis. Tenant shall furnish to Landlord a certificate evidencing such coverage showing both the beginning and the termination date. The certificate shall be kept current during the Term.

(e) Tenant shall not burn any trash or garbage of any kind in the Premises or within the Shopping Center.

(f) Tenant shall keep and maintain the Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

(g) Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Premises.

(h) Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Premises or the Shopping Center.

(i) Tenant shall not (i) place a load on any floor in the interior delivery system, the Premises, or the Shopping Center, exceeding the floor load which such floor was designed to

carry, and (ii) install, operate or maintain therein, any heavy item or equipment, except in such manner as to achieve a proper distribution of weight.

(j) Tenant shall not suffer, allow or knowingly permit any vibration, noise, light, odor or other effect to emanate from the Premises, any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any other tenant of the Shopping Center or their employees, customers, agents or invitees, or any others lawfully in or at the Shopping Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant shall forthwith remove or control the same.

(k) Tenant shall cause its employees, agents and persons selling to Tenant to park in spaces reasonably designated by Landlord for such parking.

(l) Except for promotional activities permitted by Tenant's lease agreement with Landlord, Tenant, its employees, agents, customers and invitees shall not solicit in the Common Areas.

(m) Tenant, and its employees, shall not possess or maintain any illegal drugs or drug paraphernalia on, at or in the Premises.